

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

November 2, 2023

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 49th Ave, North Phase Road Project
Project Parcel No.: N/A
Property Appraisers PID No.: 3578-001-003

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **CORTYAN PARRIS, surviving spouse of Paul Parris deceased**, having a mailing address of 10945 SW 49TH AVE OCALA FL 34476, hereinafter collectively referred to as "SELLER" and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "BUYER".

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) Real estate or interest therein, identified as Tax Parcel I.D. #3578-001-003 and further shown on Right of Way Maps and/or Sketch of Description for the SW 49th Avenue North Phase project incorporated herein by reference and attached as Exhibit "A"
- Fee Simple
 - Temporary Construction Easement
 - Permanent Easement
 - Leasehold Interest
- (b) Personal property identified as follows:
N/A

II. PURCHASE PRICE

- (a) Itemized purchase price, fees and costs
- | | |
|-----------------------------------|----------------------|
| Land and Improvements (.46 acres) | \$ <u>451,800.00</u> |
| Damages (Severance/Cost-to-Cure) | \$ <u>0.00</u> |
| Attorney Fees | \$ <u>27,100.00</u> |
| Appraisal Fees | \$ <u>0.00</u> |
| Other _____ | \$ <u>0.00</u> |
| Sub-Total | \$ <u>478,900.00</u> |
- (b) Amount to be paid by BUYER to SELLER at closing including fees and costs. \$ 478,900.00

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This Agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER. A closing shall not be conducted prior to 30 days from the date this Agreement is signed by both the SELLER and the BUYER to allow public review of the transaction.
- (b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this Agreement is made on the property acquired shall be prorated and SELLER agrees to pay its share of said prorated taxes as of the date of closing. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.
- (c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of SELLER. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by BUYER in writing. During the period from the date of closing until SELLER surrenders possession to BUYER, SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this Agreement shall be delivered to BUYER in the same condition existing as the effective date of this Agreement, less any reasonable wear and tear.
- (e) Other: This agreement is inclusive of all fees and costs associated with this transaction.

IV. CLOSING DATE

- (a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners' acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

- (a) Typewritten or handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.

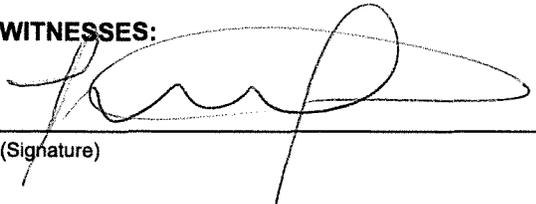
There () is (x) is not an addendum to this Agreement.

VI. ENTIRE AGREEMENT

- (a) This Agreement shall bind and inure to the benefit of the parties and their successors in interest. This Agreement and any exhibits attached hereto constitutes the entire agreement between BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon BUYER or SELLER unless in writing and signed by both parties.

IN WITNESS WHEREOF, THE PARTIES have caused these presents to be executed in their respective name(s).

WITNESSES:



(Signature)

Tamica Parris

(Print or type name)

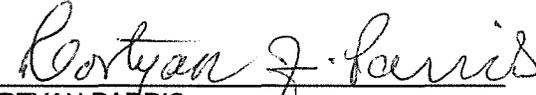


(Signature)

BERYL FREDERICK

(Print or type name)

SELLER:



CORTYAN PARRIS (Signature)

Cortyan J. Parris

(Print or type name)

ATTEST:

BUYER:

MARION COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS

GREGORY C. HARRELL
CLERK OF THE COURT

BY: MICHELLE STONE, CHAIR

FOR USE AND RELIANCE OF MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



for COUNTY ATTORNEY

EXHIBIT 'A'

Lot 1, Block 3, Ocala Waterway Estates, as per plat thereof recorded in Plat Book K, Page(s) 52,
Public Records of Marion County, Florida.